



# State of Utah

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor

Ted Stewart  
Executive Director

James W. Carter  
Division Director

355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
801-538-5340  
801-359-3940 (Fax)  
801-538-5319 (TDD)

October 15, 1993

TO: Board of Oil, Gas and Mining

THRU: Lowell Braxton Associate Director, Mining *LB*

FROM: D. Wayne Hedberg, Permit Supervisor *DWH*

RE: Request for Board Approval of Form and Amount of Surety, Permit Revision, Continental Lime Incorporated, Cricket Mountain Quarry, M/027/006, Millard County, Utah

Continental Lime Inc. originally filed a Notice of Intent to Commence Mining Operations with the Division of Oil, Gas and Mining in November of 1979. The Notice was approved by the Division on January 6, 1991. Since that time, the Mining and Reclamation Plan (MRP) has undergone a series of minor revisions/amendments. The last revision was made in 1990, which increased the disturbed area to 86 acres, and a \$179,000 reclamation bond was posted with the Division. The current permit revision brings the proposed surface disturbance to 169 acres. Continental Lime Inc. has subsequently provided the Division with a replacement surety bond in the amount of \$293,100 (1998\$). The surety company is listed on the 1993 Federal Register as a company holding certificate of authority as acceptable sureties on federal bonds.

The Division granted Tentative Approval of this permit revision in August of 1992. A 30-day public comment period was initiated in September of 1992. The Resource Development Coordinating Committee (RDCC) was also notified in September of 1992. No public comments were received by the Division concerning the tentative approval notice. Comments from RDCC were forwarded to the operator and subsequently incorporated into the MRP.

Please find the following information attached for your review and consideration:

1. Summary Checklist
2. Executive Summary
3. Location Map
4. Reclamation Surety Estimate
5. Reclamation Contract
6. Joint Agency Surety

Thank you for your time and consideration of this request.

jb  
Attachments  
M027006.brd



DOGM MINERALS PROGRAM

Checklist for Board Approval  
of  
**FORM AND AMOUNT OF SURETY**

Prepared October 14, 1993

Company Name Continental Lime Inc.  
 Mine Name Cricket Mountain Quarry  
 File No. M/027/006

Items	Provided		Remarks
	Yes	No	
Executive Summary	X		
Location Map	X		
Reclamation Bond Estimate	X		
Signed Reclamation Contract	X		
Signed Power of Attorney/ Affidavit of Qualification	X		
Bond/Reclamation Surety	X		
Surety Sign Off (Other State/Federal Agencies)	X		Joint Agency Surety (DOGM/BLM) received \$\$ amount is higher than BLM regs require

## EXECUTIVE SUMMARY

Prepared October 12, 1993

<b>Mine Name:</b> <u>Cricket Mountain Quarry</u>	<b>I.D. No:</b> <u>M/027/006</u>
<b>Operator:</b> <u>Continental Lime Incorporated</u>	<b>County :</b> <u>Millard</u>
<u>P. O. Box 669</u>	<b>New/Existing:</b> <u>Existing (original approval-1/6/81)</u>
<u>Delta, Utah 84624</u>	<b>Mineral Ownership:</b> <u>BLM/State/patented lands</u>
	<b>Surface Ownership:</b> <u>BLM/State/patented lands</u>
<b>Telephone:</b> <u>(801) 864-3823</u>	<b>Lease No.(s):</b> <u>ML-355572</u>
<b>Contact Person:</b> <u>Russell Dobson</u>	<b>Permit Term:</b> <u>Life of mine</u>

**Life of Mine:** 1999 (unless additional reserves permitted)

**Legal Description:** SE1/4 and SW1/4 Section 25, NE1/4 and NW1/4 Section 36, Township 21 South, Range 10 West, SLB&M, Millard County, Utah

**Mineral(s) to be Mined:** High-grade calcium limestone

**Mining Methods:** Conventional bench type mining methods using drill and blast procedures to produce quarry run sized limestone.

**Acres to be Disturbed:** 169 acres proposed

**Present Land Use:** wildlife habitat, livestock grazing, recreation, and mining

**Postmining Land Use:** same as above

**Variances from Reclamation Standards (Rule R647) Granted:** R647-4-111(7) Highwalls, R647-4-111(8) Roads

### Soils and Geology:

**Soil Description:** Lithic Xerollic Calciorthids - Xerollic Calciorthids Association, mildly - strongly alkaline, and range from stony - sandy loams. Well - somewhat excessively well-drained, permeability - moderate to rapid, runoff - medium to very rapid, and sediment production - moderate

**pH:** 8.4 - 8.6

**Special Handling Problems:** Desert soils, composed of silty clays and fine sandy silts, exist at the mine site, and do not pose any special handling problems. However, due to the rocky nature of the site, few native soils have been salvaged for the purpose of revegetation. Fines produced from the crushing of limestone will be used for the reconstruction of soils, over portions of the site.



**Geology Description:** Geology at the site consists of: alluvial and colluvial sands and gravels, shales and low-grade limestone, and high grade limestone. The sand and gravel material is a Quaternary Age lake terrace deposit. The shales and limestones are of the Cambrian Age and are divided into four units: Marjum Formation, Swasey limestone, Whirlwind formation, and Dome Limestone.

**Hydrology:**

**Ground Water Description:** Ground water is encountered at approximately 600 feet below the lowest elevation at the quarry. The quality of the water is very poor. It is saline and is used for dust control and some applications at the processing plant.

**Surface Water Description:** No surface water is found in the immediate vicinity of the proposed quarry or any of the associated facilities. Runoff from rain and snow melt follows the drainage of the normally dry Beaver River. North of the Cricket Mountains this drainage joins the Sevier River approximately 20 miles from the inlet to Sevier dry lake, a 200,000 acre mud flat.

**Water Monitoring Plan:** not applicable

**Ecology:**

**Vegetation Type(s); Dominant Species:** Scattered pinyon and juniper trees are located on the east slopes of the Cricket Mountains in the vicinity of the proposed quarry. The remainder of the area is flatland covered with cold desert vegetation, including: sagebrush, saltbrush, galleta grass, Indian ricegrass, etc. Halogeton has invaded disturbed areas such as road sides and gravel pits. Penstemon nanus, a plant currently considered for threatened species listing is found in several locations along the access/haulage road.

**Percent Surrounding Vegetative Cover:** very sparse < 5%, 60% of the land effected is bare rock.

**Wildlife Concerns:** Wildlife density on the subject lands is low. Reptiles, including a variety of lizards and snakes, are most frequently sighted. Birds commonly nest in the area include: horned larks, and other songbirds, mourning doves, ravens, ferruginous hawks, and red-tailed hawks. Golden and bald eagles, rough-legged hawks and marsh hawks often migrate into this area for wintering. Deer have been observed in the area, although their numbers are low. Approximately 50 antelope inhabit the Cricket Mountain area. Others animals include: coyote, kit fox, bobcat, jackrabbits, and rodents. No critical or otherwise important nesting or wintering areas occur in this general area. Continental Lime is working with Utah DWR in establishing supplemental, adjacent area, water sources (guzzlers) for local wildlife usage.

**Surface Facilities:** The mine operation will include approximately 160 acres of: quarries, haulage and access roads, topsoil and overburden storage areas, and an on-site crushing and screening plant.

**Mining and Reclamation Plan Summary:**

**During Operations:**

The quarry operation consists of removing high calcium limestone from an outcropping deposit, crushing and sizing the stone at the quarry, and transporting the crushed and sized limestone to an existing processing plant located 6.5 miles east of the quarry. The processing plant consists of rotary kilns which produce quicklime by high temperature calcination of the limestone. Quicklime is the ultimate commercial product from the operations.

The current production rate at the mine is, 6,700 tons per day of high calcium lime, and 2,700 tons per day of overburden material. Total rock removed per year is approximately 2,350,000 tons.

The mine site is currently permitted under the Utah Mined Land Reclamation Act, the offsite processing plant site is not.

**After Operations:**

All portions of the mine site will be reclaimed except for @55 acres, which includes: portions of the quarry highwalls (approximately 10 acres), and 6.2 miles of access/haulage road (approximately 45 acres). Limestone fines will be applied to the benches of the quarry before seed application. Steep working faces (highwalls) will not be reclaimed.

There are no buildings or other structures at the quarry site which will require demolition at the end of mine life.

**Surety:**

**Amount:** \$293,100.00 in 1998 dollars

**Form:** Surety Bond

**Renewable Term:** 5 years

Explanation of Symbols

- ★ State Capital
- ◼ Nevada County Seat

Population Key

- |                 |                   |
|-----------------|-------------------|
| • Under 250     | ● 20,000-24,999   |
| ◦ 250-499       | ● 25,000-49,999   |
| • 500-999       | ◻ 50,000-99,999   |
| • 1,000-2,499   | ◻ 100,000-249,999 |
| • 2,500-4,999   | ■ 250,000-999,999 |
| • 5,000-9,999   | ■ 1,000,000 +     |
| • 10,000-19,999 |                   |

0 20 40 60 80 Miles

0 20 40 60 80 Kilometers

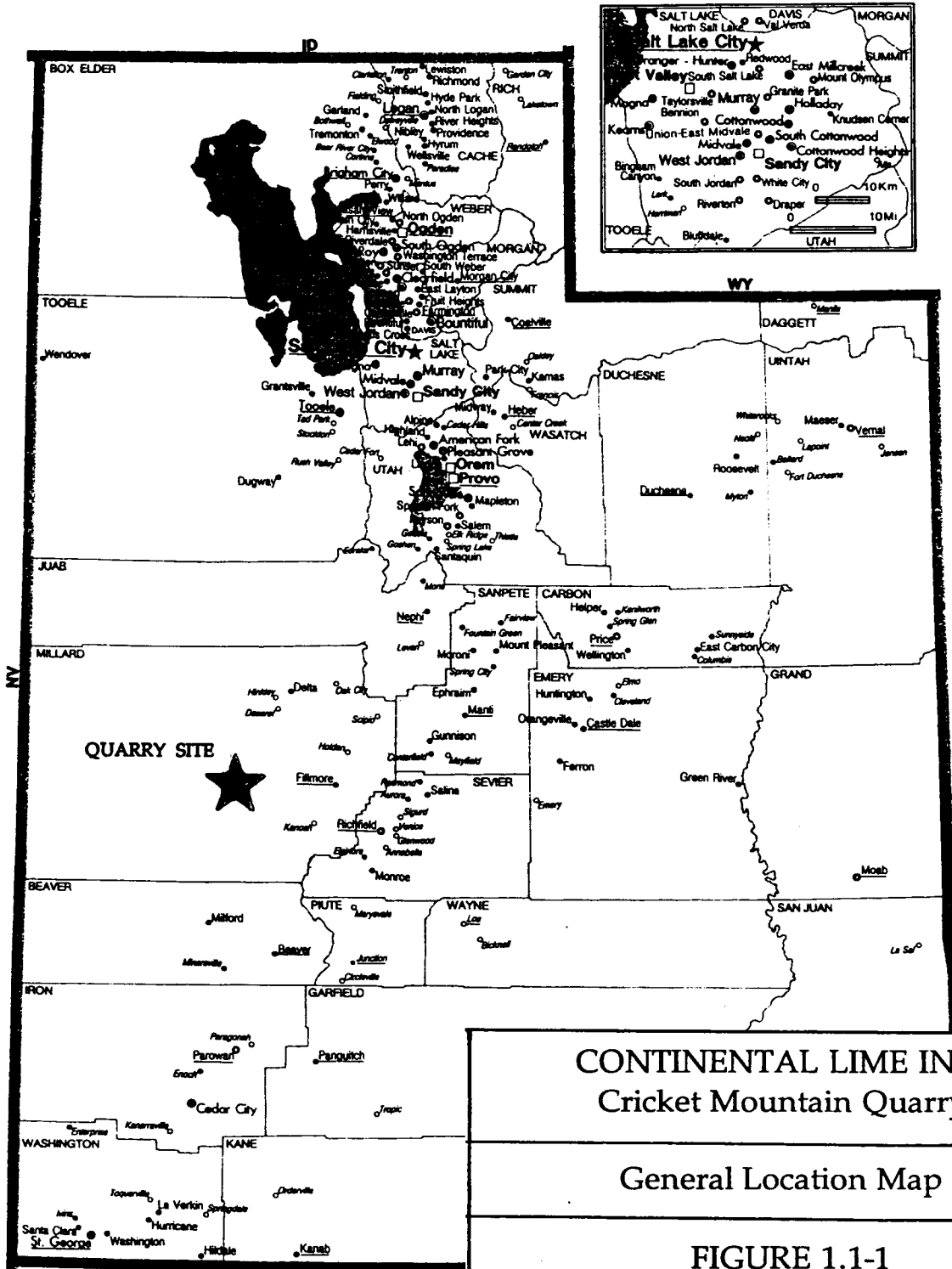
ClearType®

County-Town

UTAH

AMC

© 1998 American Map Corporation





# SPEED MESSAGE

TO

Concord Quarry File  
M/027/000

FROM

Holland Shepherd  
Senior Reclamation Specialist

SUBJECT

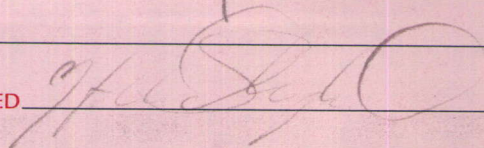
Explanation of acreage discrepancy on Cont. Lime Surety Package

DATE

10/27/93

The 10/15/93 Board package indicates that 169 acres of disturbance is being permitted for on the Board memo and the Reclamation Contract; however, the surety form and the surety estimate indicate that the acreage covered by surety equals 142.7 acres. The difference is explained by 26 acres of the 169 acres of disturbance, that will not be reclaimed. The 26 acres includes: portions of the quarry area and a portion of the haul road (from first switchback to the intersection with the BLM road). The 26 acres are not included under the surety.

SIGNED



TRIPLICATE



FORM MR-RC  
Revised May 28, 1993  
RECLAMATION CONTRACT

File Number M/027/006

Effective Date 10/28/93

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

RECEIVED

SEP 23 1993

DIVISION OF  
OIL, GAS & MINING

### RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)  
(Mineral Mined)

M/027/006

High Calcium Limestone

"MINE LOCATION":  
(Name of Mine)  
(Description)

CRICKET MOUNTAIN QUARRY

32 miles southwest of Delta, UT,  
then 6.5 miles west of Hwy 257,  
Millard County, UT

"DISTURBED AREA":  
(Disturbed Acres)  
(Legal Description)

169 Acres

(refer to Attachment "A")

"OPERATOR":  
(Company or Name)  
(Address)

CONTINENTAL LIME INC.

670 East 3900 South

Suite #200

Salt Lake City, UT 84107

(801) 262-3942

(Phone)

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

John S. Kirkham

201 South Main

Suite 1100

Salt Lake City, UT 84111

(801) 578-6956

"OPERATOR'S OFFICER(S)":

John B. Jordon - President

William E. Dodge - Exec. V.P. & COO

Glen A. Bryant - V.P. & Gen'l Mgr.

Wayne J. Wagner - V.P. Finance & Sect'y

"SURETY":

(Form of Surety - Attachment B)

SURETY BOND

"SURETY COMPANY":

(Name, Policy or Acct. No.)

AETNA CASUALTY AND SURETY COMPANY

"SURETY AMOUNT":

(Escalated Dollars)

\$ 293,100.00

"ESCALATION YEAR":

1998 \$'s

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **CONTINENTAL LIME INC.** the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/027/006 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated November 29, 1979, and the original Reclamation Plan dated November 29, 1979. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as

amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

WILLIAM E. DODGE

Authorized Officer (Typed or Printed)

W. Dodge

Authorized Officer's Signature

Sept 13/93

Date

SO AGREED this 27th day of October, 1993.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY

Dave D. Lauriski

Dave D. Lauriski, Chairman  
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By

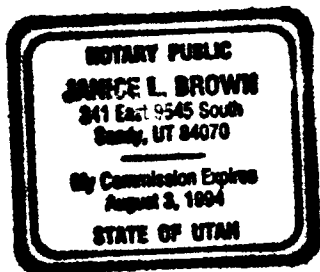
James W. Carter  
James W. Carter, Director

Date

10/28/93

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On the 28<sup>th</sup> day of October, 19 93, personally appeared before me, who being duly sworn did say that he/she, the said JAMES W. CARTER is the Acting Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly acknowledge to me that he/she executed the foregoing document by authority of law on behalf of the State of Utah.



Janice L. Brown  
Notary Public

Residing at: Sandy, Utah

August 3, 1994  
My Commission Expires:



OPERATOR:

CONTINENTAL LIME INC.

Operator Name

By William E. Dodge - Exec. V.P. & COO

Corporate Officer - Position

Date

Sept 13/93

Signature

STATE OF UTAH )

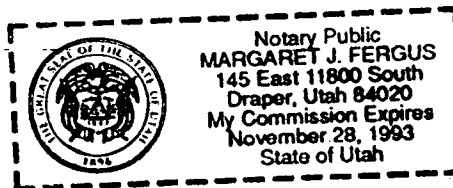
) ss:

COUNTY OF SALT LAKE )

On the 13th day of SEPTEMBER, 19 93, personally appeared before me WILLIAM E. DODGE who being by me duly sworn did say that he/she, the said WILLIAM E. DODGE is the Exec. V.P. & COO of CONTINENTAL LIME INC. and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said WILLIAM E. DODGE duly acknowledged to me that said company executed the same.

Margaret J. Fergus  
Notary Public  
Residing at: Salt Lake City, Utah

November 28, 1993  
My Commission Expires:



SURETY:

AETNA CASUALTY AND SURETY COMPANY  
Surety Company

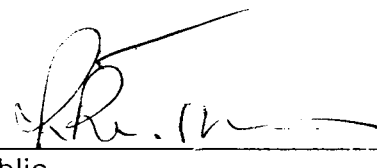
By HENRY HAGEMAN, ATTORNEY-IN-FACT  
Company Officer - Position

AUGUST 16, 1993  
Date

  
Signature

PROVINCE OF  
STATE OF BRITISH COLUMBIA  
COUNTY OF \_\_\_\_\_ ) ss:  
\_\_\_\_\_ )

On the 17<sup>th</sup> day of AUGUST, 19 93, personally  
appeared before me HENRY HAGEMAN who  
being by me duly sworn did say that he/she, the said HENRY HAGEMAN  
is the ATTORNEY IN FACT of AETNA CASUALTY AND SURETY COMPANY  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
HENRY HAGEMAN duly acknowledged to me that said  
company executed the same.

  
Notary Public  
Residing at: VANCOUVER, B.C.

DOES NOT EXPIRE  
My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

ATTACHMENT "A"

CONTINENTAL LIME INC.

Operator

M/027/006

Permit Number

CRICKET MOUNTAIN QUARRY

Mine Name

MILLARD

County, Utah

The legal description of lands to be disturbed is:

Mining Claim "INA" No. 41 - SE $\frac{1}{4}$  Section 25, T21S, R10W, SLB&M

Mining Claim "INA" No. 42 - " " " " " "

Mining Claim "INA" No. 43 - " " " " " "

Mining Claim "INA" No. 45 - " " " " " "

Mining Claim "INA" No. 46 - " " " " " "

Mining Claim "INA" No. 47 - " " " " " "

Mining Claim "INA" No. 48 - " " " " " "

Mining Claim "INA" No. 36 - SW $\frac{1}{4}$  Section 25, T21S, R10W, SLB&M

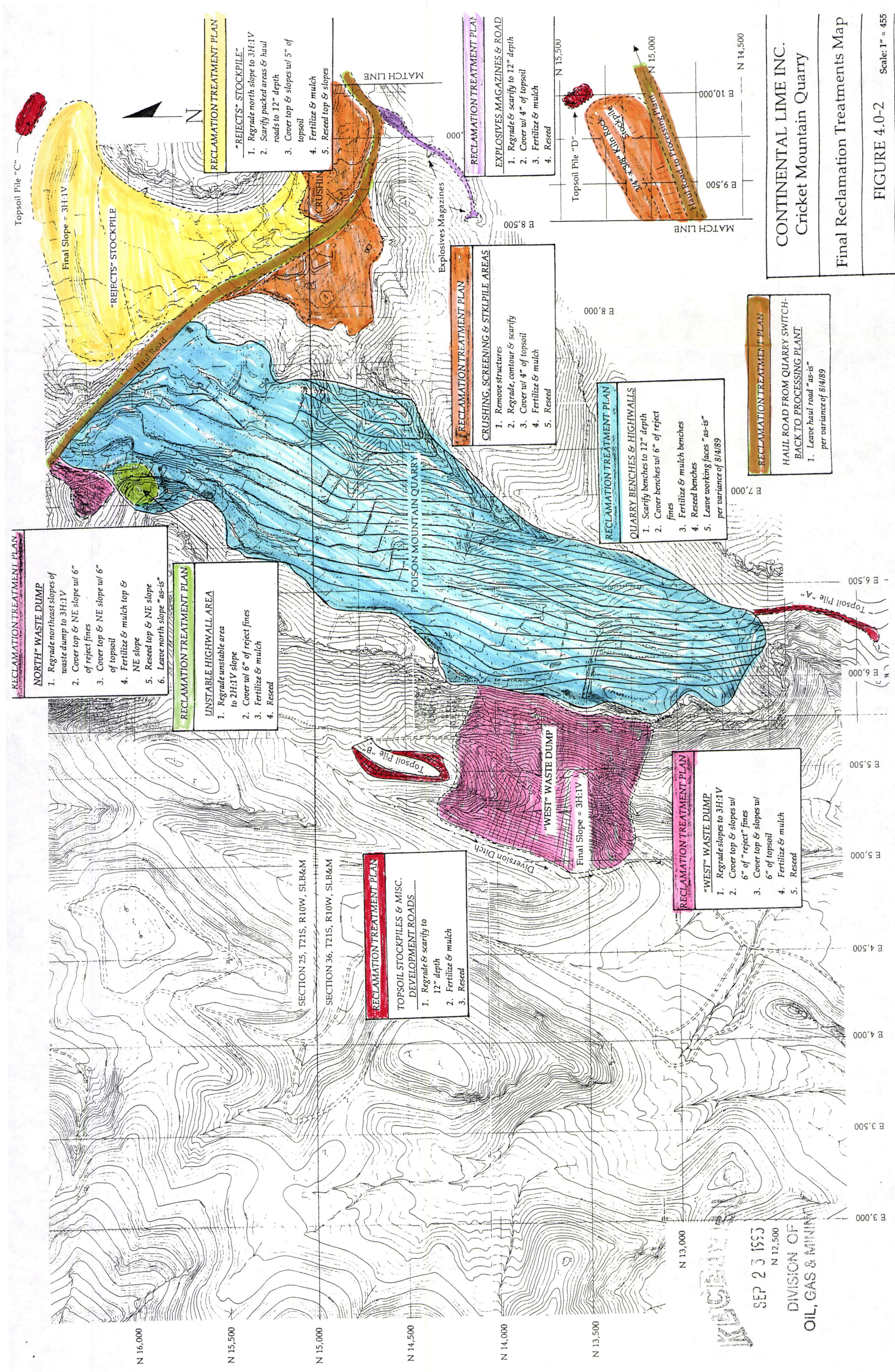
Mining Claim "INA" No. 39 - " " " " " "

Mining Claim "INA" No. 40 - " " " " " "

State Lease ML-35572 - W $\frac{1}{2}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  Section 36, T21S, R10W, SLB&M

The boundaries of the disturbed areas under Contract and Bond are shown on the attached "Figure 4.0-2"







ATTACHMENT B

MR FORM 6  
Joint Agency Bonding Form

(April 8, 1993)

Bond Number                       
Permit Number M/027/006  
Mine Name Cricket Mtn Quarry

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

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SEP 23 1993

THE MINED LAND RECLAMATION ACT

SURETY BOND  
\*\*\*\*\*

DIVISION OF  
OIL, GAS & MINING

The undersigned CONTINENTAL LIME INC. as Principal,  
and AETNA CASUALTY AND SURETY COMPANY as Surety, hereby jointly and severally  
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of  
Utah, Division of Oil, Gas and Mining, and U.S. Dept. of Interior, Bureau of Land Management  
in the penal sum of Two hundred ninety three thousand one hundred dollars (\$ 293,100.00 ).

Principal has estimated in the Mining and Reclamation Plan approved by the  
Division of Oil, Gas and Mining on the 29TH day of NOVEMBER, 19 79, that 142.9  
acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the  
Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and  
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation  
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the  
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and  
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Date: AUGUST 16, 1993

CONTINENTAL LIME INC.

Principal (Permittee)

By (Name typed): William E. Dodge

Title: Executive V.P. & COO

Signature: 

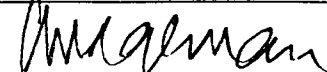
Date: AUGUST 16, 1993

AETNA CASUALTY AND SURETY COMPANY

Surety


By: (Name Typed) HENRY HAGEMAN

Title: ATTORNEY-IN-FACT

Signature: 




SO AGREED this 27th day of October, 19 93.

  
\_\_\_\_\_  
Dave D. Lauriski, Chairman  
Board of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.


AFFIDAVIT OF QUALIFICATION

HENRY HAGEMAN, being first duly sworn, on oath deposes and says that he/~~she~~ is the (officer or agent) ATTORNEY IN FACT of said Surety, and that he/~~she~~ is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Signed:   
Surety Officer

Title: ATTORNEY IN FACT

Subscribed and sworn to before me this 17<sup>th</sup> day of AUGUST, 1993.

  
Notary Public  
Residing at: VANCOUVER, BRITISH COLUMBIA

My Commission Expires:

DOES NOT EXPIRE

\_\_\_\_\_, 19\_\_\_\_.



## POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint F. Kucman, D. Saltmarsh, S. Mohammed, J. Watt, Henry Hageman, Robert P. Landy, Brian W. Logan, Marjorie A. Dyck or Jill A. Halley - -

of Richmond Hill, Ontario, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):  
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incidents thereto not exceeding the sum of FIVE MILLION (\$5,000,000.00) DOLLARS -

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 25th day of August, 1992



THE AETNA CASUALTY AND SURETY COMPANY

By Joseph P. Kiernan  
Joseph P. Kiernan  
Senior Vice President

State of Connecticut }  
County of Hartford } ss. Hartford

On this 25th day of August, 19 92, before me personally came JOSEPH P. KIERNAN of Senior Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Rosalind R. Christie  
My commission expires March 31, 1993  
Rosalind R. Christie  
Notary Public

### CERTIFICATE

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 16TH day of AUGUST, 19 93.



By John W. Welch  
John W. Welch  
Secretary

# RECLAMATION ESTIMATE

Continental Lime, Inc.

last revision 06/14/93

Cricket Mountain Quarry

filename M27-06.WQ1

M/027/006

Millard County

Prepared by Utah State Division of Oil, Gas & Mining

## Reclamation Details

- This estimate is based on Continental Lime, Inc.'s 2/15/93 response letter
- All quantities & unit costs from Continental Lime's 2/15/93 estimate were used
- The 1992 factor of 1.27% was used in the previous estimate
- The escalation factor for projecting forward is currently 1.42% [not 1.27%]
- The projecting factor is an average of the previous 3 yrs escalation
- NOTE-This subtotal differs from the subtotal in Continental's estimate
- It appears that the Continental subtotal of \$245,335 was incorrect
- Estimated total disturbed acreage = 142.9 acres

Activity	Area	\$
Mobilization/demobilization		6,000
Crusher site reclamation	17 acre	28,620
Rejects stockpile reclamation	27.3 acre	30,290
West waste dump reclamation	20.7 acre	53,120
North waste dump reclamation	1.3 acre	2,230
Cricket Mountain Quarry reclamation	70 acre	106,705
Unstable highwall area reclamation	2 acre	14,640
Explosive magazines & road reclamation	0.7 acre	640
Topsoil stockpiles & misc. roads reclamation	3.9 acre	6,090
	Subtotal	248,335
	Add 10% contingency	24,834
	1993-\$ Subtotal	273,169
	Add 5 yr escalation at 1.42%	19,954
	Total 1998-\$	293,122

Rounded Total in 1998-\$

\$293,100

Average cost per acre = \$2,051